

**EXHIBIT A**

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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Dongguan Cheng One Co., Ltd.,

Plaintiff,

Civil Action No.:

**Complaint**

-against-

Desen Inc.,

Defendant.

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Plaintiff Dongguan Cheng One Co., Ltd., by and through its undersigned attorneys, alleges as follows for its complaint against defendant Desen Inc., upon information and belief:

**Parties**

1. At all material times, plaintiff Dongguan Cheng One was and is a foreign enterprise engaged in clothing development, design, production, and sales. Its principal office is located at No. 12 Songbailang Xinyuan 2nd Road, Dalang Town, Dongguan City, Guangdong Province, China.

2. The members of Dongguan Cheng One are the following:

- a) Wenge Gao, who is a citizen and resident of Dongguan, China.
- b) Hong Cai, who is a citizen and resident of Dongguan, China.

c) Mingqin Lei, who is a citizen and resident of Dongguan, China.

d) Ganzhou He, who is a citizen and resident of Dongguan, China.

3. At all material times, defendant Desen Inc. was and is a corporation organized under the laws of the State of New York with its principal place of business located at 1407 Broadway, Suite 3412, New York, New York 10018, United States of America.

4. Upon information and belief, at all material times, defendant Desen Inc. ordered and purchased clothing from Dongguan Cheng One and is in the business of selling those goods for profit.

#### **Diversity Jurisdiction and Venue**

5. This court possesses jurisdiction over this case pursuant to 28 U.S.C. § 1332(a), as there is diversity between a subject of a foreign state and a domiciliary of the State of New York, and the amount in controversy exceeds \$75,000.00.

6. Venue is proper in this case pursuant to 28 U.S.C. §1331(b), as defendant's principal place of business is within the Southern District of New York.

#### **Factual Background**

7. This is an action to recover moneys due for goods imported by defendant, together with applicable interest and costs.

8. In 2021, defendant issued a series of purchase orders to plaintiff for ladies' and men's clothing.

9. Plaintiff manufactured and delivered the goods pursuant to the purchase orders and issued invoices with a total amount of \$1,999,857.<sup>1</sup> Defendant made payment for a total of \$1,127,957. Plaintiff sues for recovery of the remaining \$871,900 due for goods sold and

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<sup>1</sup> Numbers are rounded. Pennies are disregarded.

delivered to defendant. This amount owed by the defendant is derived from the following invoices.<sup>2</sup> The due dates for payment for all invoices have passed.

Invoice Number	Total Amount	Expected Date of Payment	Actual Date of Payment	Payment Amount: US Dollars	Actual Payment Received
DS-2020-002	\$120,991.20	2021/12/05	2021/10/13	\$20,000.00	\$19,960.00
DS-2020-003	\$132,318.00	2021/12/16	2021/10/21	\$20,000.00	\$19,960.00
DS-2020-004	\$124,331.70	2021/12/16	2021/11/05	\$40,000.00	\$39,960.00
DS-2020-005	\$124,612.20	2021/12/26	2021/11/24	\$20,000.00	\$19,960.00
DS-2020-006	\$125,114.70	2021/12/30	2021/12/06	\$30,000.00	\$29,960.00
DS-2020-007	\$134,921.40	2021/12/31	2021/12/09	\$70,991.20	\$70,951.20
DS-2020-008	\$143,162.40	2022/01/09	2021/12/22	\$104,612.00	\$104,572.00
DS-2020-009	\$117,988.20	2022/03/10	2022/12/31	\$50,000.00	\$49,960.00
DS-2020-010	\$276,149.40	2022/03/14	2022/01/10	\$55,114.70	\$55,074.70
DS-2020-011	\$117,818.10	2022/02/26	2022/01/12	\$70,000.00	\$69,960.00
DS-2020-012	\$11,107.20	2022/03/06	2022/01/20	\$44,921.00	\$44,881.00
DS-2020-013	\$123,494.10	2022/03/10	2022/02/14	\$35,000.00	\$34,960.00
DS-2020-014	\$130,150.50	2022/03/11	2022/03/01	\$30,000.00	\$29,960.00
DS-2020-015	\$316,725.60	2022/05/30	2022/03/07	\$30,000.00	\$29,960.00
DS-2020-016	\$972.00	2022/02/21	2022/03/17	\$47,318.00	\$47,278.00
			2022/03/25	\$40,000.00	\$39,960.00
			2022/04/01	\$20,000.00	\$19,960.00

<sup>2</sup> Numbers are not rounded, and pennies are kept for accuracy.

			2022/04/30	\$20,000.00	\$19,960.00
			2022/05/28	\$50,000.00	\$49,960.00
			2022/06/17	\$30,000.00	\$29,960.00
			2022/07/23	\$15,000.00	\$14,960.00
			2022/07/29	\$15,000.00	\$14,960.00
			2022/08/06	\$20,000.00	\$19,960.00
			2022/08/13	\$20,000.00	\$19,960.00
			2022/08/20	\$20,000.00	\$19,960.00
			2022/09/03	\$60,000.00	\$59,960.00
			2022/11/05	\$20,000.00	\$19,960.00
			2022/11/19	\$10,000.00	\$9,960.00
			2022/12/02	\$30,000.00	\$29,960.00
			2023/01/14	\$30,000.00	\$29,960.00
			2023/02/17	\$20,000.00	\$19,960.00
			2023/03/04	\$10,000.00	\$9,960.00
			2023/05/06	\$10,000.00	\$9,960.00
			2023/05/20	\$20,000.00	\$19,960.00
Total Debt	\$1,999,857 <sup>3</sup>			\$1,127,957	\$1,126,597
Total Payment	\$1,127,957				
Outstanding Debt	\$871,900				

<sup>3</sup> Total numbers are rounded. Pennies are disregarded.

10. Each invoice was duly transmitted to defendant in the ordinary course of business.

11. Defendant made no complaints about the goods delivered, whether as to the timeliness of the delivery, their quality, or their compliance with contract specifications.

12. Defendant partially paid some of the invoices through 34 wire payments. From each wire payment was deducted a \$40 outgoing wire transfer fee by defendant's bank, so that plaintiff was underpaid a further \$1,360.

13. Thus, defendant paid \$1,127,957 by wire, and, after deduction of outgoing wire transfer fees of \$1,360, plaintiff received only \$1,126,597.

14. The total invoice amount was \$1,999,857. Therefore, without deduction of outgoing wire transfer fees, defendant still owes to plaintiff \$871,900. And with deduction of outgoing wire transfer fees, defendant still owes plaintiff \$873,260 plus interest and costs, as is deemed appropriate by the court.

15. Plaintiff has demanded payment due for the invoices on several occasions.

16. Defendant has failed to fulfill its payment obligations despite plaintiff's multiple demands.

#### **As and for a First Cause of Action: Breach of Contract**

17. Plaintiff incorporates by reference the preceding allegations as if fully restated herein.

18. Plaintiff sues herein for recovery of \$873,260 due for goods manufactured and delivered to defendant, in accordance with the invoices stated above.

19. Defendant has breached its contractual obligations to pay plaintiff for the goods sold and delivered.

20. Defendant, having failed to pay plaintiff the money due for the goods manufactured and delivered to it in accordance with the invoices, is in breach of its contractual obligations.

21. Plaintiff has been damaged in an amount not less than \$873,260, plus interest and costs.

**As and for a Second Cause of Action: Unjust Enrichment**

22. Plaintiff incorporates by reference the preceding allegations as if fully restated herein.

23. Defendant was enriched by accepting delivery of the goods without providing full payment to the plaintiff, to the detriment of plaintiff.

24. Plaintiff has been impoverished in the value of the goods delivered.

25. Defendant's enrichment is connected to plaintiff's impoverishment, as defendant accepted delivery of the goods without payment to plaintiff.

26. Defendant has no justification for keeping, using, or reselling the goods without payment to plaintiff.

27. As a direct and proximate result of defendant's failure to pay for the goods, plaintiff has been damaged in an amount not less than \$873,260, plus interest and costs.

**As and for a Third Cause of Action: Account Stated**

28. Plaintiff incorporates by reference the preceding allegations as if fully restated herein.

29. Plaintiff and defendant have had an established business relationship, based on prior transactions and fulfillment of orders, aside from the purchase orders at issue herein.

30. Plaintiff presented the accounts stated by sending invoices to defendant, which constituted the bills for the goods delivered.

31. Plaintiff's invoices are correct and accurate, as they reflect the dollar amounts agreed to by defendant for the purchase of the goods.

32. Defendant accepted delivery of the goods without objection or protest.

33. Defendant received the invoices from plaintiff as a bill for the sale of the delivered goods without objection.

34. Defendant retained the invoices without objection as to the stated amounts contained therein.

35. A final statement of account was provided to defendant on or about August 29, 2023, demanding \$871.900.

36. Defendant acknowledged the final account statement on August 30, 2023, and did not raise any issue with this amount owed.

37. Defendant has failed to remit payment of the debt although it has been in possession of the invoices beyond a reasonable amount of time.

38. Although plaintiff made written demand for payment of the amount due, defendant remains delinquent in providing payment, totaling \$871,900, plus the aforementioned underpayment resulting from the \$40 wire transfer fee each time (\$1360 in total) deducted by defendant's bank on out-going wire transfers.

### **Jury Demand**

39. Plaintiff demands trial by jury as to all issues so triable.

WHEREFORE, plaintiff Dongguan Cheng One Co., Ltd. demands judgment against defendant Desen Inc. in the amount of \$ 873,260, plus interest and costs, and such other and further relief as the Court may deem proper and just.

Dated: May 2, 2024  
New York, New York

Respectfully submitted,

MAZZOLA LINDSTROM, LLP



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